

A. G. Contract No.KR910246TRD  
ECS File: JPA 91-17  
Project: 40B NA 285 H 2877 01 C  
Section: S.R. 40B

INTERGOVERNMENTAL AGREEMENT  
LANDSCAPE MAINTENANCE  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF HOLBROOK

THIS AGREEMENT is entered into 9 May, 1991  
pursuant to Arizona Revised Statutes Sections 11-951 through  
11-954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and the  
CITY OF HOLBROOK, acting by and through its City Council, (the  
"City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes  
Section 28-108 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the State.

2. The City is empowered by Arizona Revised Statutes  
Section 48-572 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has  
authorized the undersigned to execute this agreement on behalf  
of the City.

3. It is to the mutual advantage of the State and the  
City to landscape certain areas within the right of way on  
S.R. 40 at the following location:

From centerline roadway station 1611+50 to  
centerline roadway station 1617+00, a net  
distance of approximately 0.10 miles.

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NO. <u>15633</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>05/09/91</u>
<u>Richard Mahoney</u> Secretary of State
By <u>[Signature]</u>

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will prepare landscape architectural plans for the landscaping and irrigation project and submit them to the City for approval.

2. After City approval of the plans, the project will be constructed by the State, at an estimated cost of \$60,000.00, using State funds. Upon completion of the work, the City shall reimburse the State twenty five (25) percent of the landscape contract costs, estimated at \$15,000.00, up to the amount approved in the ADOT construction program.

3. The City shall furnish and install necessary water services from water mains to the designated locations within the right of way at the State's expense.

4. The City shall furnish all water for landscape installation during the construction phase, and all water hereafter necessary to properly maintain the landscape, all at City expense.

5. After construction, the City shall maintain the landscaping and irrigation system within the right of way and shall furnish all electrical power necessary to maintain the landscaping within the right of way.

6. The City hereby agrees to maintain the landscaping and irrigation system. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, testing, adjusting, repairing and operation of the irrigation system and the repair of all erosion to maintain the final grade established at the completion of the project. The City will not make any changes, additions or deletions without written approval by the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon the giving of 60 days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518 (B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Engineering Consultants Services  
205 South 17 Avenue, Room 222E, Mail Drop 616E  
Phoenix, AZ 85007

City of Holbrook  
City Manager  
P.O. Box 70  
Holbrook, AZ 86025

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7. Attached hereto and incorporated herein by reference is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF HOLBROOK

STATE OF ARIZONA  
Department of Transportation

By *W. S. Carpenter*  
W. S. CARPENTER  
Mayor

By *Robert P. Mickelson*  
ROBERT P. MICKELSON  
Deputy State Engineer

Attest:

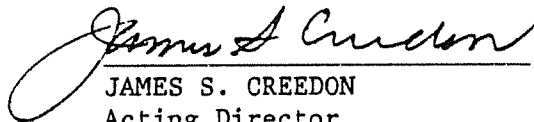
By *William A. Kelly*  
William A. Kelly  
City Clerk

3525j  
11MAR

RESOLUTION

BE IT RESOLVED on this 15th day of February 1991, that I, JAMES S. CREEDON, as Acting Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Holbrook for the purpose of defining responsibilities for the design, construction and maintenance of landscape improvements to SR-40B in the City.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.

A handwritten signature in cursive script, reading "James S. Creedon", is written over a horizontal line.

JAMES S. CREEDON  
Acting Director  
Arizona Department of  
Transportation